

FAEGRE & BENSON LLP

3200 WELLS FARGO CENTER, 1700 LINCOLN STREET
DENVER, COLORADO 80203-4532
TELEPHONE 303-607-3500
FACSIMILE 303-607-3600
www.faegre.com

RECEIVED
CENTRAL FAX CENTER
AUG 09 2005

FACSIMILE TRANSMISSION

FROM: Douglas M. Hamilton

TELEPHONE: 303/607-3500

EMAIL: dhamilton@faegre.com

DATE: August 9, 2005

TIME: _____m. (Denver)

NUMBER OF PAGES (including this page): 4

F&B FILE: 75851-313563

0168

To: Commissioner for Patents
United States Patent & Trademark Office

Telephone:
Fax: (571) 273-8300

MESSAGE**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s): Brady R. Dow
Serial No.: 10/091,652
Filing Date: March 5, 2002

Atty. Docket No.: 75851-313561
Examiner:
Group Art Unit:
Confirmation No.:

Title: SYSTEMS AND METHODS FOR MAINTAINING CONSISTENCY IN INTERPERSONAL
COMMUNICATIONS RELATED TO MARKETING OPERATIONS

CERTIFICATE OF TRANSMISSION BY FACSIMILE (37 CFR 1.8)

I hereby certify that the following documents are being facsimile transmitted to the United States Patent and Trademark Office Fax No. (571) 273-8300 on August 9, 2005:

1. Power of Attorney and Correspondence Address Indication Form

Alicia R. Espinoza

(Typed or Printed Name of Person Signing Certificate)

DNVR1-60290790 01

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OFFICE SERVICES AT 303/607-3500.

THIS TELECOPY IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

BEST AVAILABLE COPY**BEST AVAILABLE COPY**

PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 27th day of September 2004 by and between KomBea Corporation ("Assignee"), a company incorporated in the State of Delaware, and KomBia LLC ("Assignor"), a Utah limited liability company.

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 27th 2004, pursuant to which Assignee agrees to assign to Assignor its title, rights and interest in and to the patent and patent applications described in Schedule 1;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the patent and patent applications.

Assignor and Assignee therefore agree as follows.

1. "Assigned Patents" shall mean the issued U.S. patents and patent applications listed on Schedule 1, including, but not limited to, (i) all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by Assignor, including notebooks, research data, research memoranda, computer software (including source code), computer records, developer's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such patents and patent applications, (ii) any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Assignor related to such patents and patent applications; and (iii) any trademarks related to such patents or patent applications.

2. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of the right, title and interest in (i) the inventions disclosed in any patent or application listed on Schedule 1, (ii) the Assigned Patents, (iii) any U.S. or foreign Letters Patent which may issue from any application listed on Schedule 1, and (iv) all divisions, continuations, reissues, re-examinations and extensions of the patents and applications listed on Schedule 1. Assignor further acknowledges that included in this assignment is the right to bring suit to enforce any of the Assigned Patents against activities which occurred before the date of this Agreement.

3. Assignor agrees to execute upon the request of Assignee any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to Assignee, and agrees to cooperate with Assignee in all other matters relating to the assignment of these rights to Assignee.

4. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, excluding any choice of law rules which direct the application of the laws of another jurisdiction.

5. This Agreement, together with the Asset Purchase Agreement, constitutes the sole understanding of the parties with respect to the transactions provided herein and supersedes and merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by KomBea Corporation and KomBia LLC on

Sept 27, 2004.

KomBea Corporation.

By: 

Name: Arthur F. Coombs III
Title: President & CEO

KomBia, LLC

By: 

Name: Brady Dow
Title: Managing Partner

Patent Assignment
Page 1 of 2

Initials: AL BD

BEST AVAILABLE COPY

Schedule 1

Application Number

Date

Provisional Patent Application 60/317,199

09/04/2001

Patent Application 10/091,652

03/05/2002

Patent Application 10/091,651

03/05/2002

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AVAILABLE COPY

Patent Assignment
Page 2 of 2

Initials

ABD